



00-SQ-30-0029  
REQUEST FOR QUOTATION  
COMMERCIAL ITEM ACQUISITION

# **Supply, Installation, and Maintenance of Aquatic Plants**

## **Brawley and Imperial Wetlands Imperial County, California**

Lower Colorado Regional Office  
Boulder City, Nevada

2000

United States Department of the Interior  
Bureau of Reclamation



[www.lc.usbr.gov/~g3100](http://www.lc.usbr.gov/~g3100)

SUPPLY, INSTALLATION, AND  
MAINTENANCE OF AQUATIC PLANTS  
BRAWLEY AND IMPERIAL WETLANDS  
IMPERIAL COUNTY,  
CALIFORNIA

FOREWORD

The work to be performed under this solicitation consists of the following:

1. Installing approximately 75,000 Government-furnished native wetlands plants (emergent vegetation or aquatic vegetation species) at the Imperial Wetlands site in Imperial County, California.
2. Furnishing and installing approximately 15,000 native wetlands plants at the Brawley Wetlands site in Imperial County, California.
3. Removing invasive weed species and performing general maintenance of the installed native wetlands plants at both wetlands sites.
4. Furnishing and installing additional native wetlands plants at either wetlands site.
5. Preparing and furnishing various plans and reports relating to the work required under the solicitation.

Reclamation's goal with this project is the successful establishment of a self sustaining population of selected aquatic plants in the two wetlands sites.

**ACQUISITION OF THE ABOVE ITEMS WILL BE PURSUANT TO FEDERAL ACQUISITION REGULATIONS SUBPART 13.5, TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS.**

**A pre-proposal conference and site visit will be conducted at the U.S. Department of Agriculture's Imperial Valley Research Station, 4151 Highway 86, Building 4, Brawley, California 92227 on April 11, 2000 at 1:00 p.m. Pacific Time. The phone number at that office is 760-355-6488. For further information, call Steve Muth at 702-293-8119 or Keith Cole at 702-293-8087.**

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER <b>00302700003</b>		PAGE OF PAGES 8 79	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				5. SOLICITATION NUMBER <b>00-SQ-30-0029</b>		6. SOLICITATION ISSUE DATE <b>3/28/00</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		8. OFFER DUE DATE/ LOCAL TIME <b>4/28/00 @ 4:00 PM</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Keith A. Cole (e-mail: kcole@lc.usbr.gov)</b>		b. TELEPHONE NUMBER (No collect calls) <b>(702) 293-8087</b>			
9. ISSUED BY		CODE LC-3112		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC: <b>0782</b> SIZE STANDARD: <b>\$5,000,000</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
<b>Mail to:</b>  <b>Bureau of Reclamation</b> <b>Lower Colorado Regional Office</b> <b>P.O. Box 61470</b> <b>Boulder City NV 89006-1470</b>		<b>Overnight Mail to:</b>  <b>Bureau of Reclamation</b> <b>Lower Colorado Regional Office</b> <b>400 Railroad Avenue</b> <b>Boulder City NV 89005</b>		15. DELIVER TO CODE		12. DISCOUNT TERMS	
				16. ADMINISTERED BY <b>Bureau of Reclamation</b> <b>Lower Colorado Regional Office</b> <b>P.O. Box 61470</b> <b>Boulder City NV 89006-1470</b>		CODE <b>LC-3110</b>	
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE <b>D-7734</b> <b>U.S. Department of the Interior</b> <b>Bureau of Reclamation</b> <b>Reclamation Service Center</b> <b>P.O. Box 25508</b> <b>Denver CO 80225-0508</b>			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE PARAGRAPH 3. CONTINUATION OF BLOCKS 19 THROUGH 24</b>  <i>(Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32d. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32e. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
32f. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32g. DATE		37. CHECK NUMBER	
32h. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32i. DATE		38. S/R ACCOUNT NUMBER	
32j. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32k. DATE		39. S/R VOUCHER NUMBER	
32l. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32m. DATE		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
41c. DATE				42c. DATE REC'D (YY/MM/DD)			
41d. DATE				42d. TOTAL CONTAINERS			



Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136

Expires: 09/30/98

## CONTINUATION OF BLOCKS FROM SF-1449

## 1. Block 16: Government Administration Personnel

The contracting office representative responsible for overall administration of this contract is:

Kenneth A. Miller (Mail Code: LC-3130), Contracting Officer  
Bureau of Reclamation, Lower Colorado Regional Office  
P.O. Box 61470, Boulder City NV 89006-1470  
*Phone No.* (702) 293-8460 *Fax No.* (702) 293-8499  
*E-mail* kcole@lc.usbr.gov

## 2. Block 17a: Contractor's Administration Personnel

Offerors are requested to designate a person who will be in charge of overall administration of this contract.

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No:	(     )	FAX No.:	(     )
E-mail:			

## 3. BLOCKS 19 THROUGH 24: SCHEDULE OF SERVICES AND PRICES

Schedule for Supply, Installation, and Maintenance of Aquatic Plants Brawley and Imperial Wetlands					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
<b>SCHEDULE 1 - Base Year</b>					
Definite Delivery Items:					
1	Install 75,000 aquatic plants at Imperial wetlands site	1	Lump Sum	NA	\$ _____
2	Furnish and install 15,000 target aquatic plants at Brawley wetlands site	1	Lump Sum	NA	\$ _____
3	Weed removal and aquatic plant maintenance at Imperial wetlands site	9	Month	\$ _____	\$ _____
4	Weed removal and aquatic plant maintenance at Brawley wetlands site	5	Month	\$ _____	\$ _____
Indefinite Delivery, Requirements, Task Order Items:					
5	Remove 30-foot perimeter of invasive weed species around Imperial wetlands site cells	6	Each	\$ _____	\$ _____
6	Remove 5-foot perimeter of invasive weed species around water control gates at Imperial wetlands site	6	Each	\$ _____	\$ _____
7	Remove 30-foot perimeter of invasive weed species around Brawley wetlands site cells	4	Each	\$ _____	\$ _____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
8	Remove 5-foot perimeter of invasive weed species around water control gates at Imperial wetlands site	4	Each	\$_____	\$_____
9	Furnish and install target aquatic plants at either wetlands site	15	Lots of 100 plants	\$_____	\$_____
<b>Total For Schedule 1</b>					\$_____
<b>SCHEDULE 2 - First Option Year</b>					
Indefinite Delivery, Requirements, Task Order Items:					
10	Weed removal and aquatic plant maintenance at Imperial wetlands site	12	Month	\$_____	\$_____
11	Weed removal and aquatic plant maintenance at Brawley wetlands site	12	Month	\$_____	\$_____
12	Remove 30-foot perimeter of invasive weed species around Imperial wetlands site cells	6	Each	\$_____	\$_____
13	Remove 5-foot perimeter of invasive weed species around water control gates at Imperial wetlands site	6	Each	\$_____	\$_____
14	Remove 30-foot perimeter of invasive weed species around Brawley wetlands site cells	6	Each	\$_____	\$_____
15	Remove 5-foot perimeter of invasive weed species around water control gates at Brawley wetlands site	6	Each	\$_____	\$_____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
16	Furnish and install target aquatic plants at either wetlands site	10	Lots of 100 plants	\$_____	\$_____
<b>Total For Schedule 2</b>					\$_____
<b>SCHEDULE 3 - Second Option Year</b>					
Indefinite Delivery, Requirements, Task Order Items:					
17	Weed removal and aquatic plant maintenance at Imperial wetlands site	12	Month	\$_____	\$_____
18	Weed removal and aquatic plant maintenance at Brawley wetlands site	12	Month	\$_____	\$_____
19	Remove 30-foot perimeter of invasive weed species around Imperial wetlands site cells	6	Each	\$_____	\$_____
20	Remove 5-foot perimeter of invasive weed species around water control gates at Imperial wetlands site	6	Each	\$_____	\$_____
21	Remove 30-foot perimeter of invasive weed species around Brawley wetlands site cells	6	Each	\$_____	\$_____
22	Remove 5-foot perimeter of invasive weed species around water control gates at Brawley wetlands site	6	Each	\$_____	\$_____
23	Furnish and install target aquatic plants at either wetlands site	10	Lots of 100 plants	\$_____	\$_____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
<b>Total For Schedule 3</b>					\$_____
<b>SCHEDULE 4 - Third Option Year</b>					
Indefinite Delivery, Requirements, Task Order Items:					
24	Weed removal and aquatic plant maintenance at Imperial wetlands site	3	Month	\$_____	\$_____
25	Weed removal and aquatic plant maintenance at Brawley wetlands site	7	Month	\$_____	\$_____
26	Remove 30-foot perimeter of invasive weed species around Imperial wetlands site cells	2	Each	\$_____	\$_____
27	Remove 5-foot perimeter of invasive weed species around water control gates at Imperial wetlands site	2	Each	\$_____	\$_____
28	Remove 30-foot perimeter of invasive weed species around Brawley wetlands site cells	4	Each	\$_____	\$_____
29	Remove 5-foot perimeter of invasive weed species around water control gates at Brawley wetlands site	4	Each	\$_____	\$_____
30	Furnish and install target aquatic plants at either wetlands site	5	Lots of 100 plants	\$_____	\$_____
<b>Total For Schedule 4</b>					\$_____
<b>TOTAL FOR SCHEDULE 1, 2, 3, and 4</b>					\$_____

Any Bureau of Reclamation Contracting Officer whose duty station is the Lower Colorado Region, Boulder City, Nevada acting within the limits of his/her appointed authority under the Department of the Interior's Contracting Officer's Warrant System is authorized to issue Task Orders under the Indefinite Delivery, Requirements, Task Order items above (Schedule Item Nos. 5 through 30).

### 3.1 Performance Period for Services under the above Schedules

The overall performance period of this work consists of the following time periods:

(a) The Government will issue the Notice to Proceed with the base schedule year. Performance period for the base schedule will be for one year (365 calendar days) commencing on the date of the Notice to Proceed. The actual amount of work to be performed for the Task Order items of Schedule 1 (Schedule Item Nos. 5 through 9) will depend upon the amount of work ordered by the Contracting Officer (see Contract Clause 2.2, 52.216-18 Ordering and section 5.0 of the Performance Work Statement).

(b) If the 1st Option is exercised, the performance period for Schedule 2, 1st Option Year, will extend for one additional year (365 calendar days). The actual amount of work to be performed will depend upon the amount of work ordered by the Contracting Officer (see Contract Clause 2.2, 52.216-18 Ordering and section 5.0 of the Performance Work Statement).

(c) If the 2nd Option is exercised, the performance period for Schedule 3, 2nd Option Year, will extend for a second additional year (365 calendar days). The actual amount of work to be performed will depend upon the amount of work ordered by the Contracting Officer (see Contract Clause 2.2, 52.216-18 Ordering and section 5.0 of the Performance Work Statement).

(d) If the 3rd Option is exercised, the performance period for Schedule 4, 3rd Option Year, will extend until completion of work required. The actual amount of work to be performed will depend upon the amount of work ordered by the Contracting Officer (see Contract Clause 2.2, 52.216-18 Ordering and section 5.0 of the Performance Work Statement).

PART II  
CONTRACT CLAUSES

1. 52.212-4 Contract Terms and Conditions--Commercial Items (May 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--



- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence

certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

## 2. Addendum to 52.212-4, Contract Terms and Conditions--Commercial Items (May 1999)

### 2.1 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of contract completion, including any options exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### 2.2 52.216-19 Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 requirement to remove a 30-foot perimeter of invasive weed species around either wetlands site, 1 lot of 100 target aquatic plants to be furnished and installed at either wetlands site, or 1 month of weed removal and aquatic plant maintenance at either wetlands site, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor any order or combination of orders in excess of 6 requirements to remove a 30-foot perimeter of invasive weed species around both wetlands sites, 6 requirements to remove a 5-foot perimeter of invasive weed species around water control gates at both wetlands sites, 15 lots of 100 target aquatic plants to be furnished and installed at either or both wetlands sites, and/or 12 months of

weed removal and aquatic plant maintenance at both wetlands sites, over the period covered by one Schedule year.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to provide the services called for and the reasons. Upon receiving this notice, the Government may acquire the services from another source.

### 2.3 52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect

to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final contract completion date.

#### 2.4 1452.228-70 Liability Insurance--Department of the Interior (Jul 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

##### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

##### GENERAL LIABILITY

\$500,000 per occurrence

##### AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

#### 2.5 1452.204-70 Release of Claims--Department of the Interior (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

#### 2.6 WBR 1452.242-80 Postaward Conference--Bureau of Reclamation (Jul 1993)

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at Boulder City, Nevada.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

## 2.7 52.245-4 Government-Furnished Property (Short Form) (Apr 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not

consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### 2.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 calendar days prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

#### 2.9 WBR 1452.232-901 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)--BUREAU OF RECLAMATION--LOWER COLORADO REGION (MAR 2000)

(a) Incremental funding for this contract will be made available in accordance with this clause.

(b) Incremental funding in the amount of \$120,000 is presently available for payment and allotted under this contract for the work required under Schedule No. 1 (Base Year), Item No. 1, the procuring of aquatic plants under Schedule No. 1 (Base Year), Item No. 2, and the first 3 months of performance under Schedule No. 1 (Base Year), Item No. 3. This present funding allotment is contemplated to cover the work to be performed until November 1, 2000. A schedule for anticipated future funding allotments is as follows. This information is for planning purposes only and may not be fully representative of the funds actually allotted under this contract:

FISCAL YEAR	FUNDING AMOUNT
On award of contract	\$120,000

FISCAL YEAR	FUNDING AMOUNT
2001	Funds necessary for the remainder of Item Nos. 2 and 3 and all of Item No. 4 of Schedule 1 (Base Year)

(c) For work identified in paragraph (b) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of specified work for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor shall not be obligated to continue performance of this work beyond that point. The Government shall not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this work notwithstanding any contrary provisions of the Termination for Convenience of the Government clause of this contract.

(d) Notwithstanding the date specified in paragraph (b) of this clause, the Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of work identified in paragraph (b) of this clause. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the work up to the next scheduled date for allotment of funds identified in paragraph (b) of this clause, or to a mutually agreed upon substitute date. The notification shall also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of work funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (b) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer shall terminate any work for which additional funds have not been allotted, pursuant to the Termination for Convenience of the Government clause of this contract.

(e) When additional funds are allotted for continued performance of the work identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (c) through (e) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly through revision of paragraph (b) of this clause. The Contracting Officer is the only person authorized to provide notice, communication, or other form of representation to increase or decrease the amount of funds allotted by the Government to this contract.

(f) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the work identified in paragraph (b) of this clause, the Contractor



incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of work, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(g) The Government may at any time prior to termination allot additional funds for the performance of the work identified in paragraph (b) of this clause.

(h) The termination provisions of this clause do not limit the rights of the Government under the Default clause of this contract. The provisions of this clause are limited to the work and allotment of funds as set forth in paragraph (b) of this clause. This clause is inapplicable once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (e) or (f) of this clause.

(i) Change orders shall not be considered authorization to exceed the amount allotted by the Government as specified in paragraph (b) of this clause unless the amount is increased by inclusion of a statement contained in the change order.

(j) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.225-13 Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Mar 1999) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I to 52.219-5.
- ☐ (iii) Alternate III to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- ☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☒ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers With Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (16) 52.225-1 Buy American Act--Balance of Payments--Supplies (41 U.S.C. 10a -10d).
- ☐ (17) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ☐ (ii) Alternate I of 52.225-3.
- ☐ (iii) Alternate II of 52.225-3.
- ☐ (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ☐ (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☐ (21) [Reserved]
- ☐ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ☒ (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ☐ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ☐ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- ☒ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- ☐ (6) 52.222-50 Nondisplacement of Qualified Workers (E.O. 12933).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers With Disabilities (29 U.S.C. 793);  
and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

PART III  
PERFORMANCE WORK STATEMENT

1.0 GENERAL INFORMATION AND DEFINITIONS

1.1 Acronyms

- (1) Reclamation, USBR, or BOR: U.S. Bureau of Reclamation.
- (2) CO: Contracting Officer
- (3) COR: Contracting Officer's Representative.
- (4) MER: Maximum Error Rate.
- (5) PA: Performing Activity - term is synonymous with Contractor
- (6) PRS: Performance Requirements Summary.
- (7) PWS: Performance Work Statement.
- (8) RSHS: Reclamation Safety and Health Standards.
- (9) RSN: Required Submittal Number

1.2 General Information

The format of this Performance Work Statement (PWS) represents a departure from the traditional format used in the past. The intent of this format is to solicit the most efficient and effective plan that accomplishes the requirements.

(1) Therefore, the term "Performing Activity" is used in lieu of the term "Contractor" where practicable.

(2) Significant process improvements are desired.

(3) "How-to" procedures have been removed, wherever possible.

(4) The requirements in the PWS are defined based on the output of services. Except as identified in Attachment Nos. 1 and 3, the PA will be paid in accordance with this contract at the prices offered in the schedule(s) for work identified and performed in the schedule(s) and this PWS.

(5) A mix of contract price and cost mechanisms, such as incentives and deductions, will be used to focus on outputs and not effort.

### 1.3 General Definitions

(1) Defective Service. A service output that does not meet the standard of performance requirement specified in the PRS for that service.

(2) Performance Requirement. The point that divides acceptable and unacceptable performance of a task according to the Performance Requirement Summary and the Inspection of Services clause. It is the number of defects or maximum percentage of defects in the lot that is acceptable.

(3) Performance Requirements Summary. A listing of the service outputs under the PWS that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirements of the listed outputs.

(4) Performing Activity. The organization that performs the required services of this Performance Work Statement.

(5) Quality Assurance. A planned and systematic pattern of all government actions necessary to provide confidence that adequate technical requirements are established, that services conform to established technical requirements, and that satisfactory performance is achieved. Quality assurance refers to actions by the Government for a contracted service.

(6) Quality Control. Those actions taken by a PA to control the production of outputs to ensure that they conform to the PWS requirements.

### 1.4 Technical Definitions

(1) Targeted aquatic plants or emergent plants. Include various species of bulrush, rush and sedges species.

(2) Aquatic weeds. Nuisance plants such as but not limited to phragmites, salt cedar and cattails.

## 2.0 STATEMENT OF WORK

### 2.1 Scope of Work

The Imperial wetlands is currently being constructed by the Imperial Irrigation District (IID) on a 68 acre site near Imperial, California (Imperial County). Construction of the Imperial wetlands site is expected to be complete in May or June, 2000. Currently, approximately 75,000 native wetlands plants (emergent vegetation or aquatic vegetation species) are being grown and maintained in a local nursery in Brawley, California for the Government. Species include

bulrush and sedges. These plants will be delivered by others to the Imperial wetlands site (about 22 acres of the site will actually be wetlands) and made available to the PA for planting. Planting is to be accomplished by the PA as outlined in section 5.1.

Construction of the Brawley wetlands is scheduled to begin on a 9 acre site (about 6 acres will be wetlands) near Brawley, California (Imperial County) in the summer 2000. Construction of the Brawley wetlands site will be performed by the Government or by another contractor and is expected to be complete sometime between September and November, 2000. The PA is also required to furnish and install approximately 15,000 native wetlands plants (emergent vegetation or aquatic vegetation species) in the Brawley wetlands site. Planting is to be accomplished as outlined in section 5.2 after construction of the Brawley wetlands is completed.

Reclamation's goals include successful establishment of a self sustaining population of selected aquatic plants in the wetlands. In addition, invasive weed species will be removed or controlled by the PA among the selected plants within the wetlands cells. The PA will work with the COR, IID, and other Citizen Congressional Task Force on the New River (CCTFNR) members to coordinate successful installation and maintenance of the plants.

The PA shall provide all personnel, equipment, materials, supervision and other items and services necessary to install and maintain the aquatic vegetation within the wetlands cells. The PA will coordinate planting and maintenance activities with the COR and with IID who operates and controls the flow and depth of water within the wetlands. The services required include aquatic/emergent vegetation installation and maintenance at the 2 sites in a total of about 5 acres of planting beds. The source water for these 2 sites is agricultural drain water and/or the New River. The New River is known to contain contaminants such as human coliform, industrial wastes, and agricultural chemicals. Water from the New River will be used for the Brawley Wetlands, but not for the Imperial Wetlands.

This contract will require the contractor to maintain emergent plants on planting beds within the constructed wetlands ponds for a period of up to 36 months. The work will include planting, maintaining and monitoring bulrush and sedge species and performing necessary tasks to maintain the biological health and diversity of these emergent species on the planting beds within the wetlands. Maintenance activities will include nonchemical/nondamaging removal of undesirable invasive plant species from the planting beds; replacing target emergent plant species which have been degraded; enhancing planting beds to maintain desired species diversity; and performing general cleanup of flotsam. Invasive weed removal in a 30 foot wide perimeter around each wetland cell and at all water control gates at both wetlands sites may also be required to be performed by the PA.

Due to the possible need for additional emergent, as well as aquatic plants, contractor must be able to provide locally grown (desert southwest) wetlands species. Additional tasks will include brief monthly reports assessing potential wetlands vegetation problems and providing recommendations for corrective actions to the CCTFNR members. PA will be required to have a current C-27 license from the California State Contractors Board and be experienced in environmental design and riparian/wetland revegetation on public lands.

## 2.2 Performing Activity Personnel

### 2.2.1 Performing Activity's Plant Maintenance Supervisor - Key Personnel

The PA shall designate a Plant Maintenance Supervisor to the COR in writing within 14 days of contract award. The individual designated as Plant Maintenance Supervisor(s) must be able to read, write, speak, and understand English. In the event the PA desires to change the individual designated as the Plant Maintenance Supervisor, the PA shall submit, in writing to the COR at least two weeks prior to such change, the name of the person that will replace him/her.

### 2.2.2 Performing Activity Employees

The PA and or Plant Maintenance Supervisor shall be responsible for PA employees activities.

PA personnel shall notify the COR, IID and /or Imperial County's Property Services wetland's representatives when performing work on the wetlands sites.

## 2.3 Quality Control

2.3.1 Plan Submittal: The PA shall submit a Quality Control Plan to the Contracting Officer for acceptance not later than the pre-performance conference. The plan submittal shall be in accordance with the requirements of PWS paragraph 1.8, Submittal Requirements, and the plan shall contain the items listed below in subsection 1.3.2.

2.3.2 The Quality Control Plan shall include:

(1) A description of the inspection system which the PA will use to identify areas within the wetlands needing vegetation replacement and/or maintenance.

(2) A plan showing a description of and site maps of how and where the aquatic plants will be installed in the wetlands sites cells.

(3) A description of the methods to be used to perform vegetation replacement and/or maintenance.

(4) A description of the records to be kept to document inspections and corrective or preventive actions taken.

(Each of the above descriptions shall be less than 3 pages for each wetland site).

The cost of preparing and submitting the Quality Control Plan shall be included in the prices offered in the schedules for other items of work.



2.3.3 Records of Inspections shall be kept and made available upon request to the COR and CCTFNR, upon request, throughout the PWS performance period and for the period after contract completion until final settlement of any claims arising under or related to this contract.

2.3.4 The Government's Quality Assurance Surveillance Plan (QASP) will be designed to measure the effectiveness of the PA's Quality Control Plan.

## 2.4 Quality Assurance

In accordance with the clause paragraph 52.212-4(a), Inspection/Acceptance, the Government will evaluate the PA's performance of the work requirements. For each of the required services listed in the PRS, the Government intends to follow, but is not limited to, the surveillance methods listed in the PRS. Government personnel will record all surveillance observations. Government surveillance of required services not specifically listed in the PRS, or Government surveillance by methods other than those listed in the PRS (provided for by the Inspection of Services clause) may occur during the performance period of the work.

2.4.1 Performance Evaluation Meetings. The CO may require the PA to meet with the CCTFNR, COR, or other Government personnel as deemed necessary. The PA may request a meeting with the CO when the PA believes such a meeting is necessary. The Government will record the minutes of any such meetings, and will furnish the PA with a written copy of these minutes. The PA and the CO (or COR) will acknowledge their concurrence with the contents of the meeting minutes by signature. If the PA does not concur with any portion of the minutes, the PA shall provide a statement detailing the reason(s) for nonconcurrence, in writing, to the CO within 7 calendar days following receipt of the minutes.

## 2.5 Submittal Requirements

The PA shall provide all materials and perform all work required for furnishing submittals to the Government, in accordance with provisions, clauses, and paragraphs of this PWS.

The Government will complete review of submittals, or resubmittals, for approval, within 14 days of receiving a complete set of all the submittal materials required for a particular Required Submittal Number (RSN).

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the PA for performance of the service.

After the Government's review, one set of submittals requiring approval will be returned to the PA either approved, not approved, or conditionally approved; any required changes will be marked. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. All submittals which are to be resubmitted shall be resubmitted by the PA within 5 calendar days

after the PA has received the Government's comments, except as otherwise defined in this PWS.

In Table 1A below, the column headed "No. of sets to be furnished" designates the number of submittal sets that are to be furnished to the following offices:

CO (Contracting Officer) at:

Bureau of Reclamation  
Attention: Contracting Officer, LC-3110  
P.O. Box 61470  
Boulder City NV 89006-1470

COR (Contracting Officer's Representative) at:

Bureau of Reclamation  
Attention: Resource Management Office, LC-2705  
P.O. Box 61470  
Boulder City NV 89006-1470

The following notes apply where marked in Table 1A below:

Table 1A - List of Required Submittals

LIST OF REQUIRED SUBMITTALS					
RSN	Item	Reference Subparagraph	Submittals Required	No. of sets to be furnished	Due date or Delivery time
1	Insurance - Work on a Government Installation	1452.228-70	(1) Written certification that the required insurance has been obtained (2) Current certification of insurance for each subcontractor	1 each to CO	(1) Before commencing on-site performance  (2) Upon CO request
2	Request for Payment	52.212-4(i) and 52.232-33	Payment information	1 to CO	After award but no later than 15 days prior to initial request for payment
3	Quality Control Plan	1.3.1	Quality Control Plan	1 to COR 1 to CO	Within 15 days of contract award

LIST OF REQUIRED SUBMITTALS					
RSN	Item	Reference Subparagraph	Submittals Required	No. of sets to be furnished	Due date or Delivery time
4	Monthly Reports	5.6	(1) Summary of Planting & maintenance	1 each to COR	No later than 7 calendar days following the end of the preceding month
5	Annual Reports	5.7	(1) Summary of planting and maintenance activities	1 to COR	No later than 14 calendar days following the end of the Base Year and each option year
6	Safety Plan	5.7	Safety plan	2 to COR	Within 14 days of contract award
7	Unsafe/Hazardous Conditions Report	5.7	Report	1 to COR	Within 24 hours of the PA becoming aware of unsafe/hazardous condition
8	Injury and Illness Reports	5.7	(1) Form GPO 836-653, Contractor's Report of Recordable Injury/Illness (2) Form 7-2218, Contractor Monthly Summary of Occupational Injuries/Illnesses Experience	2 each to COR	(1) Within 24 hours of the incident  (2) Within 24 hours of the end of the preceding month

## 2.6 Protection of Existing Installations and Structures

The PA shall repair, at PA expense, any damage to real or personal property caused by PA action or by failure of the PA to adequately protect the property. If the PA fails to make such repairs in a timely manner, the Government may elect to repair the damage and to charge the PA the costs of repair.

## 2.7 Access to Jobsite

PA is responsible for providing notice to the COR and the wetlands property owner (i.e. Imperial Irrigation District or Imperial County, Property Services Department) prior to performing work required by this contract.

## 2.8 Safety and Health

PA is responsible for providing employees with any required immunization shots or other preventative measures to protect employees from potential risks associated with these wetlands. Potential risks may include but are not limited to human pathogens associated with untreated waste water in the New River and potential mosquito borne diseases associated with natural or man made wetlands.

The PA shall not require any employee in the performance of this PWS to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety, as determined under Reclamation Safety and Health Standards (RSHS) promulgated by the Secretary of Labor under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq), as amended, and Reclamation Safety and Health Standards, published by the Bureau of Reclamation.

The PA shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" manual. The RSHS manual can be ordered from: The Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC - Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3).

The PA shall comply with all applicable safety and occupational health requirements set forth in 29 CFR 1910, OSHA's General Industry Standards. If the PA fails or refuses to promptly comply with safety requirements, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

## 2.9 Other Contracts

The Government may undertake or award other contracts for additional work in or around the wetlands. The PA shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under this PWS to accommodate the other work, heeding any direction that may be provided by the CO. The PA shall not commit or permit any act that will interfere with the performance of work by any other Contractor or Government employees.

## 3.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

Approximately 75,000 aquatic plants (6-inches and greater in height) will be provided to the PA for the initial planting at the Imperial site. The approximate total percentage of each species to be provided is as follows:

Wire rush (*Juncus balticus*) - 5 percent - to be planted in areas where normal water depth is moist soil

Field sedge (*Carex barberae*) - 5 percent - to be planted in areas where normal water depth is moist soil

Alkali bulrush (*Scripus robustus*) - 5 percent - to be planted in areas where normal water depth is less than six inches

Salt marsh bulrush (*Scripus maritimus*) - 5 percent - to be planted in areas where normal water depth is less than six inches

Hardstem bulrush (*Scripus acutus*) - 40 percent - to be planted in areas where normal water depth is 12 inches or greater

Giant California bulrush (*Scripus californicus*) - 40 percent - to be planted in areas where normal water depth is 12 inches or greater

#### 4.0 PA-FURNISHED ITEMS AND SERVICES

4.1 General. Except for those items or services specifically stated in Section 3.0 as Government-furnished, the PA shall furnish all items and services necessary to perform the work required in this PWS. Aquatic plants at the Brawley site and all replacement plants will be provided by the PA.

#### 5.0 SPECIFIC TASKS

5.1 Planting at Imperial wetlands site. Prior to installing aquatic plants, the PA shall remove all invasive weed species/plants in the planting areas. This work may be performed in conjunction with installation of the aquatic plants. The PA shall install (evenly spaced) approximately 75,000 Government-furnished aquatic plants in approximately 3.5 acres in wetland cells 3 through 6 at the site (see Attachment No. 6, Sheet No. 2, Drawing 1608-D-14). The planting at this site shall be completed by the PA within 60 days from receipt of notice to begin performance of work under the contract from the CO. As IID regulates and increases water depth in the wetlands, planting is to be performed by the PA in 3 stages (Stage 1: planting of giant California and hard stem bulrush, Stage 2: planting of alkali and salt marsh bulrush, and Stage 3: planting of wire rush and field sedge). Refer to Attachment No. 4, Planting Suggestions and Design, for suggestions for the planting of aquatic plants. In order to ensure maximum success with the initial planting efforts, PA planting activities will have to be closely coordinated with the IID who is responsible for adjusting water levels and operates the wetlands cells. Payment for installing aquatic plants at the Imperial wetlands site will be made at the lump sum price offered therefor in Schedule 1. The price offered in the schedule shall include all costs required to perform the work described in this paragraph.

5.2 Planting at Brawley wetlands site. Prior to installing aquatic plants, the PA shall remove all invasive weed species/plants in the planting areas. This work may be performed in conjunction with installation of the aquatic plants. The PA shall furnish and install (evenly spaced) approximately 15,000 (plus or minus 5 percent) target aquatic plants in approximately 1.5 acres in wetland cells 2 and 3 at the site (see Attachment No. 6, Sheet No. 2, Drawing 1608-D-14). The number of each species to be provided is 1) 500 wire rush (*Juncus balticus*), 2) 500 field sedge (*Carex barberae*), 3) 1,000 alkali bulrush (*Scripus robustus*), 4) 1,000 salt marsh bulrush (*Scripus maritimus*), 5) 6,000 hard stem bulrush (*Scripus acutus*), and 6) 6,000 giant California bulrush (*Scripus californicus*). The amount of each species may also vary by up to 5 percent. Each plant furnished shall be at least 6-inches in height. The planting at this site shall be completed within 60 days from receipt by the PA of notice to begin performance of installing the plants at the Brawley wetlands site from the CO. As IID regulates and increases water depth in the wetlands, planting is to be performed by the PA in 3 stages (Stage 1: planting of giant California and hard stem bulrush, Stage 2: planting of alkali and salt marsh bulrush, and Stage 3: planting of wire rush and field sedge). Refer to Attachment No. 4, Planting Suggestions and Design, for suggestions for the planting of aquatic plants. In order to ensure maximum success with the initial planting efforts, PA planting activities will have to be closely coordinated with the IID who is responsible for adjusting water levels and operates the wetlands cells. Payment for

furnishing and installing aquatic plants at the Brawley wetlands site will be made at the lump sum price offered therefor in Schedule 1. The price offered in the schedule shall include all costs required to perform the work described in this paragraph.

5.3 Plant maintenance at both wetlands sites. The PA shall remove invasive weed species and maintain the installed aquatic plants at the wetlands sites for the periods specified in Schedule 1 after completion of installation of the plants at each site. If option(s) for additional schedules has been exercised by the CO, the CO may order (see clause 2.1, 52.216-18, Ordering) additional weed removal and plant maintenance by the PA up to a total of 36 months at each site. Weed control areas include the planting beds containing the installed wetlands plants (see Attachment No. 6, Sheet No. 2, Drawing 1608-D-14). Except as provided in Attachment Nos. 1 and 3, payment for removing weed species and maintaining aquatic plants at the wetlands sites will be made at the unit price per month offered therefor in the schedules. The prices offered in the schedules shall include all costs required to perform the work.

5.4 Additional plant maintenance at both wetlands sites. Under Schedule 1 and if option(s) for additional schedules has been exercised by the CO, the CO may order (see clause 2.1, 52.216-18, Ordering) the PA to remove invasive weeds in a 30-foot wide perimeter around each wetland cell at either wetlands site or to remove invasive weeds in a 5-foot perimeter around all water control gates at each wetlands site. There will be approximately 8 water control gates at the Imperial site and approximately 4 water control gates at the Brawley site. Potential weed species may include salt cedar trees and phragmites. Mechanical removal methods are preferred. Chemical treatment may be used only with CO approval. Vegetation would be removed to a suitable location on the wetlands project area but outside of the removal area. Payment for removing invasive weed species from 30-foot perimeters around the wetlands cells at the wetlands sites will be made at the unit price per occurrence offered therefor in the schedules. Payment for removing invasive weed species from 5-foot perimeters around all water control gates at each wetlands site will be made at the unit price per occurrence offered therefor in the schedules. The price offered in the schedules shall include all costs required to perform the applicable required work.

5.5 Furnishing and installing additional target aquatic plants. Under Schedule 1 and if option(s) for additional schedules has been exercised by the CO, the CO may order (see clause 2.1, 52.216-18, Ordering) the PA to furnish and install additional target aquatic plants at either or both wetlands sites. Each lot of 100 target aquatic plants shall contain 1) 5 wire rush (*Juncus balticus*), 2) 5 field sedge (*Carex barberae*), and 3) 90 bulrush (*Scripus californicus* or *Scripus acutus*, or mixture). The amount of each species may vary by up to 5 percent and the total amount in each lot of 100 plants may vary by 5 percent. The installed aquatic plants shall be a minimum of 12-inches in height. The PA shall install the target aquatic plants within 60 calendar days from the date of the order. Payment for furnishing and installing additional target aquatic plants at either wetlands site will be made at the unit prices per lot of 100 plants offered therefor in the schedules. The price offered in the schedules shall include all costs required to perform the work.

5.6 Monthly Reports. The PA shall submit monthly reports to the COR no later than seven calendar days following the end of the preceding month. PA's report shall describe the location, method of removal, numbers of hours to complete work, number of laborers used, and approximate number of species removed. Any replanting effort shall be described. Animal or pest damage to target plants shall also be reported. The above information shall be provided by each wetland cell (using cell identification numbers on Attachment No. 4, Sheet 2). Reports

shall also summarize and total the entire effort using each of the above methods , numbers and percentages. Additional comments and potential problem areas should also be noted. The cost of preparing and submitting monthly reports shall be included in the prices offered in the schedules for other items of work.

5.7 Annual Reports. The PA shall submit annual reports to the COR no later than fourteen calendar days following the end of the Base Year and each option year. Annual reports shall contain a cell by cell work summary including overall planting and weeding activity, any replanting effort shall be described. Animal or pest damage to target plants shall also be reported. Potential problems and recommendations for adjusting work effort and reporting required by this contract shall be identified. The cost of preparing and submitting annual reports shall be included in the prices offered in the schedules for other items of work.

5.8 Safety Plan. The PA shall submit an adequate safety plan for approval within 14 calendar days after contract award. The safety plan and the PA shall comply with the RSHS. The safety plan and the PA shall consider and comply with Attachment No. 4, New River/Salton Sea Project Safety Assessment and with this PWS. The cost of preparing and submitting the Safety Plan shall be included in the prices offered in the schedules for other items of work.

**ATTACHMENTS**

List of Attachments			
Att. No.	Title		No. of pages
1	Performance Requirements Summary		1
2	Service Contract Act Wage Determination		9
3	Quality Assurance Surveillance Plan and Contractor Payment Examples		3
4	Bureau of Reclamation Planting Suggestions and Design		4
5	New River/Salton Sea Project Safety Assessment		2
6	Drawings		2
	Sheet No.	Drawing No.	Drawing Title
	1		Proposed Wetlands Near Brawley, CA
	2	1608 -D-14	Imperial and Brawley Wetlands Site Plans



## ***Attachment 1***

### ***Performance Requirements Summary***

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ERROR RATE (MER) or PERFORMANCE REQUIREMENT (PR)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENT FOR MEETING THE PR
Maintain emergent aquatic plants in a healthy, weed free condition in the Brawley and Imperial wetlands sites	Wetland cells are not allowed to contain more than 10 non target or weed species over 3 inches tall or 3 non target or weed species over 10 inches tall within each 16 square foot area (4' by 4') of the wetland cell.	MER = One occurrence per month at each wetlands site	Periodic Inspection	100% of the identified monthly payment for the wetlands site

***Attachment 2***

***U. S. Department of Labor***

***Service Contract Act Wage Determination***

[See file at <http://www.lc.usbr.gov/~g3100/wages/94-2057.txt>]

***Quality Assurance Surveillance Plan  
& Contractor Payment Examples***

# **QUALITY ASSURANCE SURVEILLANCE PLAN and CONTRACTOR PAYMENT EXAMPLES**

## **1. PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

The PRS Chart at Attachment 1:

1.1 Lists those PWS requirements (column 1) which are paid for on the basis of a payment computation system specified in paragraph 4 of this attachment. The absence from this PRS of any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Default"

1.2 Defines the standard of performance for each listed service (column 2).

1.3 Sets forth the maximum allowable deviation (maximum error rate) from perfect performance for each listed service, Performance Requirement (column 3), that may occur before the Government will invoke the payment computation formula resulting in a payment of less than 100 percent of the maximum payment of the listed service.

1.4 Sets forth the primary surveillance methods the Government will use to evaluate the PA's performance in meeting the contract requirements (column 4).

1.5 Sets forth the percentage of the extended contract line item price that each listed contract requirement represents (column 5). Each contract line item must equal 100 percent.

## **2. GOVERNMENT QUALITY ASSURANCE**

PA performance will be compared to the contract standards and performance requirements using the QASP.

2.1 Periodic inspection is the surveillance method which the Government will use to evaluate the PA's performance.

## **3. CRITERIA FOR EVALUATING PERFORMANCE**

Performance of a listed service will be accepted and paid for at the maximum payment percentage specified in column 5 of the PRS, when the number of defects found by the COR during contract surveillance does not exceed the number of defects allowed by the performance requirement in column 3. When the maximum error rate (MER) is exceeded, the Contractor shall be notified in writing by the COR within three calendar days after the end of that month of service by the Contractor. The COR notice shall identify the areas where the defect(s) occurred.

The Contractor shall then complete a Contract Discrepancy Report (CDR). The Contractor shall explain, in writing, why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. The CO will evaluate the Contractor's explanation and determine if full payment, partial payment, or the contract termination process is applicable. The Contractor's payment for services rendered will

be calculated as stated in paragraphs 4 and 5. The Government specifically reserves the right to make a temporary partial payment for services performed, calculated as stated in paragraphs 4 and 5, prior to receipt and evaluation of the Contractor's response to a CDR.

### **3.1 DETERMINING THE NUMBER OF DEFECTS THAT WILL CAUSE LESS THAN MAXIMUM PAYMENT**

3.1.1 The number of defects that will cause less than a maximum payment will be determined as follows:

3.1.1.1 The maximum error rate plus one or more additional defect will cause less than maximum payment (for example, two defects).

### **3.2 ACCEPTANCE OF REPERFORMANCE OR LATE PERFORMANCE.**

3.2.1 The services required by this contract are of such a nature that defective or incomplete performance disclosed by Government inspection is not subject to correction by reperformance or late performance, and the Contractor shall not be entitled to reperform, perform late, or otherwise correct defective services for the purpose of improving an existing inspection rating or avoiding payment of less than full contract price.

## **4. CONTRACTOR PAYMENT**

4.1 If the number of performance defects does not exceed the number of defects allowed per the PRS, the Contractor shall be paid the percentage of the monthly contract line item price indicated in column 5 of the Performance Requirements Summary chart for that service.

4.2 If the number of performance defects exceeds the number of defects allowed per the PRS, the Government will not pay the full percentage in column 5 for the service.

4.2.1 The payment for listed services with defects which exceed the maximum error rate will be calculated as follows:

4.2.1.1 For services surveyed by periodic inspections, the calculation method to determine payment amount for the service is described in paragraphs 5.1. The number of defects found in excess of the maximum error rate is used to determine the payment amount. This payment calculation method is used for Required Services No. 1.

## **5. INSPECTION PROCEDURES AND EXAMPLES OF PAYMENT COMPUTATIONS FOR ALL REQUIRED SERVICES**

### **5.1 Required Service 1 (RS-1): Maintain emergent aquatic plants in a healthy, weed free condition in the Brawley and Imperial wetlands sites**

Method of Surveillance: Periodic Inspection

Performance Requirement: Maximum Error Rate (MER) = wetland cells are not allowed to contain more than 10 non target or weed species over 3 inches tall or 3 non target or weed species over 10 inches tall within each 16 square foot area (4' by 4') of the wetland cell.

Inspection Procedure: Inspections may be made twice monthly during the initial 12 months following the initial planting effort of each wetland cell. After the initial 12 months of start up in the wetlands, inspection of each wetland cell will be made at least monthly. In addition to walking the perimeter of each wetland cell at each of the 2 sites, it may be necessary to walk out on to the actual planting beds to determine the amount of weed invasion.

Deduction for Unacceptable Performance: 5% of maximum monthly payment for weed removal at the wetland site for each incident at the wetland site in excess of the maximum error rate.

5.1.1 EXAMPLE 1 - ACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable performance of required service (Weed Removal, Imperial Site, Base Year) is \$7,000.00. One incident occurred within the month.

(1) Maximum payment for acceptable service	\$7,000.00
(2) No incidents occurred in excess of the MER	
(3) Payment to the Contractor for this Service	\$7,000.00

5.1.2 EXAMPLE 2 - UNACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable performance of required service (Weed Removal, Imperial Site, Second Option Year) is \$4,900.00. Three incidents occurred within the month.

(1) Maximum payment for acceptable service	\$4,900.00
(2) Two incidents occurred in excess of the MER, each subtracts 5% from the maximum payment for a total of $2 \times 5\% = 10\%$ deduction	
(3) Deduct amount is $10\% \times \$4,900.00 = \$490.00$	- 490.00
(4) Payment to the Contractor for this Service	\$ 4,410.00

5.1.3 EXAMPLE 3 - ACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable performance of required service (Weed Removal, Brawley Site, Base Year) is \$1,500.00. No incidents occurred within the month.

(1) Maximum payment for acceptable service	\$1,500.00
(2) No incidents occurred in excess of the MER	
(3) Payment to the Contractor for this Service	\$1,500.00

5.1.4 EXAMPLE 4 - UNACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable performance of required service (Weed Removal, Brawley Site, First Option Year) is \$1,000.00. Ten incidents occurred within the month.

(1) Maximum payment for acceptable service	\$1,000.00
(2) Nine incidents occurred in excess of the MER, each subtracts 5% from the maximum payment for a total of $9 \times 5\% = 45\%$ deduction	
(3) Deduct amount is $45\% \times \$1,000.00 = \$450.00$	- 450.00
(4) Payment to the Contractor for this Service	\$ 550.00

***Attachment 4***

***Bureau of Reclamation***

***Planting Suggestions and Design***



***New River/Salton Sea Project***  
***Safety Assessment***

**WORK AROUND NEW RIVER  
SALTON SEA PROJECT  
SAFETY ASSESSMENT  
Revised 3-10-00**

The following people were consulted on the New River area:

Dr. Lehr - Public Health Officer Imperial County.  
Ms. Evan Smith - Administrative Officer Public Health Imperial County.  
Cliff Gruenberg - Imperial County Agricultural Commission (pesticide use)  
Linda Evans - Imperial County Agricultural Commission (pesticide use)  
Michel D. Remington - Supervisor, Environmental Compliance Imperial Irrigation District  
Charles M. Myers - State of California Department of Health Services Vector-Borne Disease Sec.  
F. Reber Brown, Ph.D. - Research Scientist California Department of Health Services.  
Milt Friend - Chairman Salton Sea Science Subcommittee  
James Setmire - USGS Hydrologist

The following documents were reviewed for this assessment:

Salton Sea Desert Pupfish Survey Hazard Analysis Report  
The New River Petitioned Public Health Consultation (February 28, 1996)  
Bureau of Reclamation Salton Sea Limnology Project River Sampling Procedures  
New River Quality Sampling Program data 02/18/99 – 07/21/99  
GAO report B-283235 - Water Quality: Problems in the New River and Imperial County, CA

After review of the accumulated data and a site visit I recommend the following protocol be included in all job hazard analysis (JHA) done for work in the New River area. A JHA is required by the Reclamation Safety and Health Standards for work in such areas. This applies to any Bureau employee doing work **around the New River where contact with the water in the river is possible:** *(Once the water reaches the Salton Sea, it no longer poses the health risk that this protocol addresses)*

1. If work will involve contact with or possible contact with the New River **water**, each employee will have received immunizations for hepatitis A **(30 days prior to doing work)**, typhoid, and tetanus/diphtheria **(optional)** the hepatitis B vaccine can be given at the employees request **60 days prior to doing work.**
2. If employees are exposed by either direct skin contact or ingestion of water from the New River they are to seek medical attention within 24 hours of exposure.
3. If work involves taking water samples in and around the New River, then disposable gloves shall be worn by the sampling personnel and remain on until sampling is complete and all equipment is cleaned. Care should be taken to prevent splashing causing contact with unprotected skin. Proper eye protection should be worn if splashing cannot be eliminated. After

use, gloves will be placed in a plastic bag for final disposal.

4. Disposable clothing may be worn while work is being done in the New River area, but the added heat load to the body caused by the impervious material must be taken into account when determining work schedule and amount of water consumption.

5. If employees clothes become wet from the New River, those clothes should be removed and the clothes and the employee decontaminated with soap and water.

6. Adequate water (at least 5 gallons) shall be available at each site where employees are working near the New River and decontamination may be necessary.

7. An appropriate amount of a non phosphate detergent such as Liqui-Nox shall be available at each site where employees are working near the New River and decontamination may be necessary.

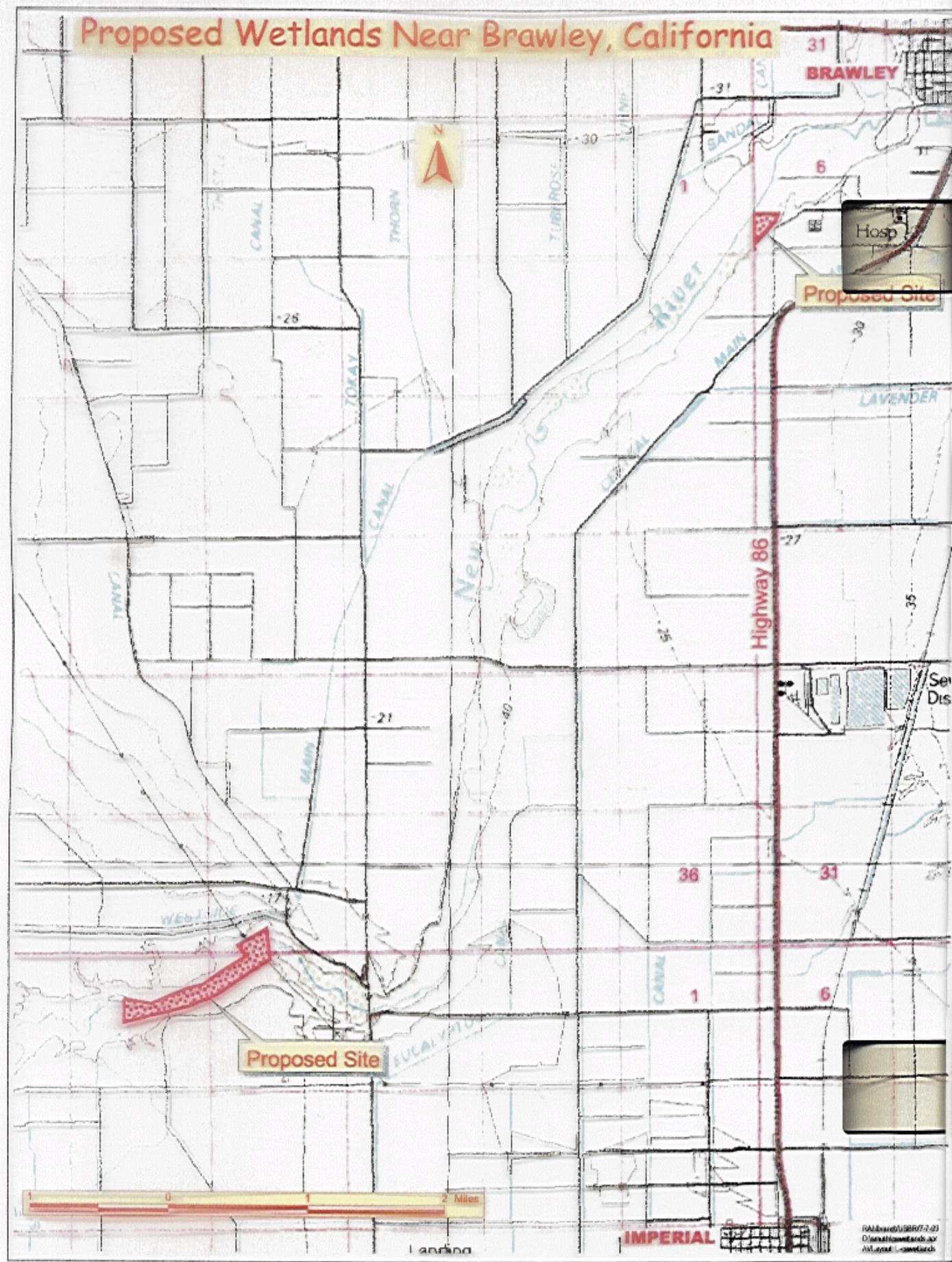
8. If aerial application of chemicals are occurring in the area work is being performed and drift exposes the employee to the chemical, work will cease and the employees will leave the area. If an employee is hit with the chemical, the employee shall seek medical attention immediately.

*Attachment 6*

*Drawings*

**[Not all drawings are available online -  
Contact issuing office at  
(702) 293-8087 for copies]**

# Proposed Wetlands Near Brawley, California



RA\Brawley\BRAWLEY 7-93  
D:\brawley\wetlands.apr  
AW\jw\jw - wetlands

PART V  
SOLICITATION PROVISIONS

1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (NOV 1999)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.



(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the

solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet Site at <http://www.dodssp.daps.mil>.



(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

2. Addendum to 52.212-1, Instructions to Offerors--Commercial Items (Nov 1999)

(A) Period for Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

(B) Contract Award. Paragraph (h) to 52.212-1 is not applicable to this acquisition. There will not be multiple awards made on this acquisition. Offerors should complete the schedule of prices in its entirety. Offerors not providing prices for all items will be considered unacceptable and shall not be considered for award.

(C) WBR 1452.215-81 General Proposal Instructions -- Bureau of Reclamation (Jul 1997)

(a) General contents. Each proposal shall: be specific and complete in every detail; conform to all solicitation provisions, clauses, or other requirements; be logically assembled, practical, legible, clear, concise, coherent; and contain appropriately numbered pages of each volume or part.

(b) Arrangement of Proposal. The proposal shall consist of 2 physically separated volumes. The required number of copies for each volume are shown below:

Volume	Title	Copies Required
I	Technical Proposal	2
II	Pricing Proposal and other information	1

(c) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for submission of proposals, in order to prevent mishandling.

VOLUME ONE, which shall be limited to 10 pages, shall contain:

(1) Technical Approach to the Work.

Provide a discussion of the proposed technical approach to perform the work required by this solicitation. Discuss the proposed methods of and schedule for aquatic plant procurement, aquatic plant installation, weed removal, and plant maintenance at each wetland site. Identify proposed work crews and amounts of crew experience as they relate to the various tasks required by the solicitation.

(2) Company Background, Experience, and Past Performance.

Provide a list of relevant past performance references of projects similar in size and scope to this requirement. Your listing must include: customer's name, address and name/phone number of contact; dollar amount of contract; contract number; dates of performance; and a brief description of the project. Provide any other available information, including a copy of the PAs current C-27 license from the California State Contractor's Board, which indicates that the offeror has the background and/or experience necessary to perform the work required by the solicitation.

NOTE: In addition to the past performance information submitted with your proposal, Reclamation may gather additional information from other sources, both inside and outside of the Government.

VOLUME TWO shall contain:

(1) A fully executed copy of Standard Form 1449 "Solicitation/Contract/Order for Commercial Items";

(2) A fully completed set of the "SF-1449 Block 20 Continuation" (Schedule) pages, with all prices entered for the Schedule Items.

(3) A fully executed and completed copy of the provision entitled "52.212-3 Offeror Representations and Certifications--Commercial Items".

(D) 52.233-2 Service of Protest (Aug 1996) Department of Interior (Jul 1996) (Deviation)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

(E) WBR 1452.233-80 Agency Procurement Protests -- Bureau of Reclamation (Sep 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

(1) Protest to the contracting officer;

(2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or

(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(F) WBR 1452.222-901 NON-DISCRIMINATION NOTICE TO U.S. DEPARTMENT OF THE INTERIOR CONTRACTORS, SUBCONTRACTORS, AND LESSORS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (DEC 1999)

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

### 3. 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following three factors shall be used to evaluate offers:

1. Technical Approach to the Work.
2. Company Background, Experience, and Past Performance.
3. Price.

Technical and past performance, when combined, are equal in value to price. The technical and past performance factors of Technical Approach to the Work and Company Background, Experience, and Past Performance are equal in value.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### 4. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2000) ALTERNATE II (OCT 1998)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - ☐ Offeror is an agency or instrumentality of a foreign government;
  - ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). *[Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it **9** is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)  
(Check one of the following):

Number of Employees		Average Annual Gross Revenues	
	50 or fewer		\$1 million or less
	51-100		\$1,000,001-\$2 million
	101-250		\$2,000,001-\$3.5 million
	251-500		\$3,500,001-\$5 million
	501-750		\$5,000,001-\$10 million
	751-1,000		\$10,000,001-\$17 million
	Over 1,000		Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It **9** is, **9** is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It **9** has, **9** has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(iii) Address. The offeror represents that its address [ ] is, [ ] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It 9 has, 9 has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It 9 has, 9 has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It 9 has developed and has on file, 9 has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It 9 has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments



Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

## Canadian End Products:

Line Item No.:

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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

## Canadian or Israeli End Products:

Line Item No.:

Country of Origin:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

## Other End Products

Line Item No.:

Country of Origin:

<hr/>	<hr/>
<hr/>	<hr/>
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(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments

Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals **9** are, **9** are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) **9** Have, **9** have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and **9** are, **9** are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.